

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

JEFFREY WARREN,)
)
Plaintiff,)
)
vs.) Case No.: 1:14-cv-2022-TWP-DML
)
AETNALIFE INSURANCE COMPANY)
and ERNST AND YOUNG U.S. LLP LTD)
PLAN)
)
Defendants.)

AMENDED COMPLAINT

The Plaintiff, Jeffrey Warren, by and through the undersigned counsel, Bridget O’Ryan, files this Complaint against Aetna Life Insurance Company (“Aetna”) and Ernst and Young U.S. LLP LTD Plan (“the Plan”), and as cause therefore states as follows:

I. JURISDICTION AND VENUE

1. This action arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §1001. The Court has jurisdiction of this case pursuant to 28 U.S.C. §1331, in that this action arises under the laws of the United States. Specifically, Jeffrey Warren brings this action to enforce his rights under ERISA as authorized by 29 U.S.C. §1132.
2. Jeffrey Warren is a resident of Petersburg, Indiana and a citizen of the State of Indiana.
3. Ernst and Young U.S. LLP LTD Plan is an employee benefit plan administered in the Southern District of Indiana.
4. As an employee of Ernst & Young, Mr. Warren is a participant of the Ernst and Young U.S. LLP LTD Plan.

5. Ernst & Young is a New York corporation with its headquarters and primary place of business in New York. Ernst & Young does business in the State of Indiana.
6. Aetna issued a group insurance policy to Ernst & Young, which promises to pay disability benefits to employees of Ernst & Young if they are unable to work due to sickness or injury.
7. The Plan promises to pay disability benefits to employees of Ernst & Young if they are unable to work due to sickness or injury.
8. Venue in the Southern District of Indiana is appropriate by virtue of the Plan being administered in this District.

II. FACTUAL ALLEGATIONS

9. Jeffrey Warren was employed by Ernst & Young as a Certified Public Account from May 2000 until he became disabled in September 2009.
10. Mr. Warren was forced to stop working as a result of the debilitating effects of chronic back pain, radiculopathy, history of multiple back surgeries, post laminectomy syndrome (failed back surgery syndrome), and Morton's neuroma. His last day of employment was September 24, 2009.
11. Mr. Warren applied for long term disability benefits that are provided to Ernst & Young employees and insured by Aetna.
12. Aetna approved and paid Mr. Warren long term disability benefits from February 24, 2010 through March 10, 2014.
13. On March 10, 2014, Aetna terminated Mr. Warren's long term disability benefits. Mr. Warren appealed Aetna's denial on September 5, 2014. Mr. Warren's appeal is deemed

denied because a decision was not timely rendered; therefore, the court shall hear this matter de novo.

14. Mr. Warren has provided significant medical proof of his disability from his treating physicians, who have repeatedly opined that Mr. Warren is totally disabled from performing any occupation.
15. In further support of Mr. Warren's disability, the Social Security Administration determined that Mr. Warren became disabled under its rules on August 1, 2010 and continues to pay him Social Security disability benefits.
16. Despite this proof, the Defendants refuse to pay Mr. Warren his disability benefits. As a result of the denial of benefits, Mr. Warren suffers from serious financial and emotional distress.

III. CLAIM FOR RELIEF

WRONGFUL DENIAL OF EMPLOYEE BENEFITS

17. Paragraphs 1-16 are hereby realleged and incorporated herein by reference.
18. From September 2009 when Jeffrey Warren was forced to leave active employment, until the present, Mr. Warren remains unable to perform the material duties of his regular occupation or any occupation for which he is reasonably qualified based on his education, training or experience.
19. Mr. Warren provided the Defendants with ample medical evidence to verify his disability under the Ernst and Young U.S. LLP LTD Plan.
20. The Defendants have intentionally and without reasonable justification denied Mr. Warren's permanent and total disability benefits in violation of the Ernst and Young U.S. LLP LTD Plan and ERISA.

WHEREFORE, the Plaintiff, Jeffrey Warren, requests that this Honorable Court enter Judgment:

- A. Finding that Jeffrey Warren is entitled to permanent and total disability benefits and order the Defendants to pay the past due benefits.
- B. Finding that Jeffrey Warren is entitled to permanent and total disability benefits and order the Defendants to pay for future monthly benefits as they become due.
- C. Awarding the Plaintiff interest on the amount of back benefits which remain unpaid.
- D. Awarding the Plaintiff reasonable reimbursement for attorneys' fees and costs incurred as a result of the Defendants' wrongful denial of benefits.
- E. Awarding all other relief as may be just and appropriate.

Respectfully Submitted,

s/Bridget O'Ryan
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